

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 19
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00244-17-D-0045		2. DELIVERY ORDER/CALL NO. N6227120FQE00		3. DATE OF ORDER/CALL (YYYYMMDD) See Block 24		4. REQUISITION/PURCH REQUEST NO. N6227120RC31200
6. ISSUED BY Naval Postgraduate School Director, C&LM, 1 University Circle Monterey, CA 93943		CODE N62271		7. ADMINISTERED BY (If other than 6) See Block 6		CODE N62271
9. CONTRACTOR NAME AND ADDRESS Creek Technologies Company 2372 Lakeview Dr Ste H Beavercreek, OH 45431-2566		CODE 4STT1		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE
				12. DISCOUNT TERMS Net 30 Days		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Pages 4-7		
14. SHIP TO Naval Postgraduate School 1 University Circle Monterey, CA 93943		CODE N62271		15. PAYMENT WILL BE MADE BY DFAS Cleveland PO Box 998022 CLEVELAND, OH 44199-8022		CODE N68732
						MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.				
		Reference your Quote submitted to RFQ N6227120Q5009, dated 8 January 2020 furnish the following on terms specified herein.				
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				
Creek Technologies Company		(b)(6)		(b)(6)		Contracts Manager
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:				
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Page 2						
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE
0001	Linux Administrator Support Services in accordance w/ the PWS			12	MO	12,682.12
0002	Travel (estimated)			1	LOT	\$5,000.00
						\$0.00
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL (b)(6) EMAIL (b)(6) BY (b)(6)		25. TOTAL \$157,185.44
				CONTRACTING/ORDERING OFFICER		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO.		29. D.O. VOUCHER NO.
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS		30. INITIALS
				31. PAYMENT PARTIAL FINAL		32. PAID BY
						33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						34. CHECK NUMBER
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

1. The purpose of this Firm Fixed Price Task Order is to acquire the following:

**Schedule of Supplies and Services**

CLIN	Description	Q'ty	U/I	Unit Price	Total Amount
0001	Linux Administrator Support Services in accordance with the PWS PoP: 01/30/2020 – 01/29/2021 Level of Effort: One (1) Full-Time Equivalent (FTE) ACRN AA: \$152,185.44 applies	12	Month	\$12,682.12	\$152,185.44
0002	Travel (Estimated) ACRN AA: \$5,000.00 applies	1	Lot	\$5,000.00	\$5,000.00
1001	<b>Option One:</b> Linux Administrator Support Services in accordance with the PWS PoP: 01/30/2021 – 01/29/2022 Level of Effort: One (1) FTE	12	Month	\$12,936.06	\$0.00
1002	Travel (Estimated)	1	Lot	\$5,000.00	\$0.00
2001	<b>Option Two:</b> Linux Administrator Support Services in accordance with the PWS PoP: 01/30/2022 – 01/29/2023 Level of Effort: One (1) FTE	12	Month	\$13,195.22	\$0.00
2002	Travel (Estimated)	1	Lot	\$5,000.00	\$0.00
<b>Total Amount</b>					<b>\$157,185.44</b>

2. Creek Technologies Company's quote dated 8 January 2020 is hereby reference.

**3. ACCOUNTING AND APPROPRIATION DATA:**

Funding Document: N6227120RC31200

ACRN AA: 1701804 22M3 251 6227P 056521 2D C31200 622710DIT06Q

Amount: \$157,185.44

**4. CONTRACTING OFFICER'S REPRESENTATIVE (COR):**

(b)(6)

(b)(6)

(b)(6)

**5. CONTRACT CLAUSES**

\* Note: This task order shall be governed by the terms and conditions of contract N0024417D0045.

Additional clauses apply as follows:

**FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days.

(End of clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

**FAR 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)**

(a) Definitions. As used in this clause--

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government

sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

#### **WAWF INSPECTION/ACCEPTANCE AND INVOICING IS REQUIRED:**

Method of Payment: **WAWF. Contractor may invoice at completion of deliverables.**

Invoices shall be submitted at completion of deliverable. All invoices need to be submitted electronically via WAWF. Hard copy invoices cannot be accepted. Invoices must identify the invoicing period. If charges against more than one line item have occurred during the invoicing period, all charges must be combined into one invoice. The contractor's failure to include the necessary information or a more frequent invoice submission than authorized will result in invoices being rejected.

#### **DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

**2-in-1**

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2 in 1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

**2-in-1**

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N62271
Admin DoDAAC**	N62271
Inspect By DoDAAC	
Ship To Code	N62271
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N62271
Service Acceptor (DoDAAC)	N62271
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62271
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

	Email	Phone	Role
Contract Admin	<a href="mailto:ContractAdmin@nps.edu">ContractAdmin@nps.edu</a>	(831) 656-6939	Acceptor/LPO

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

**CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS:**

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract or order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a



specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

#### c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) Upon completion of all services under the contract, the COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

#### d. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.



e. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

f. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

g. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

h. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where delivery orders are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract/delivery order in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Evaluate the contractor's proposals for specific delivery orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.
- f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- h. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

## 6. PERFORMANCE BASED STATEMENT OF WORK:

**Performance Based Statement of Work**  
**Research Computing Linux Administrator Support Services**  
**Information Technology and Communication Services**  
**Naval Postgraduate School**

### 1.0 Background/Introduction

The Research Computing division in the Information Technology and Communication Services (ITACS) directorate at the Naval Postgraduate School (NPS) provides overall support to students, staff, and researchers engaged in work that requires Linux operating system based computation. This includes Linux workstations used in classroom environments, as well as Linux servers used by faculty, staff, and students for both research and teaching. In addition, the campus High Performance Computing (HPC) assets at NPS use a Linux operating system. More recently, members of the NPS community have been involved with cloud computations on the Amazon Web Service (AWS) platform, and in the majority of cases, this work is done on a Linux operating system.

### 2.0 Scope

**ITACS requires contractor support for NPS Linux system administration, including system architecture and engineering expertise to meet demand. There is a significant Cybersecurity/Information Assurance component associated with this role.**

**Linux system administrator services will support the following components:**

- A diverse Linux user base across a number of NPS departments, many of whom require support of their unique environment;
- High Performance Computing systems (including “MPI”, “Kubernetes”, and “Hadoop”);
- A tape backup system;
- Internal and external networks for rapid transfer of datasets;
- AWS (Amazon Web Services) EC2 (Elastic Cloud) workloads;
- GPU servers for Artificial Intelligence / Machine Learning and other applications.

### 3.0 Tasks

The contractor shall perform the following tasks:

- 3.1 Install, reinstall, update, and upgrade operating systems and software stacks on servers and workstations;
- 3.2 Install and maintain user applications, system patches and libraries;
- 3.3 Coordinate with other Research Computing team members to prioritize and accomplish assigned tasks;
- 3.4 Implement system security hardening in accordance with established information assurance policies;
- 3.5 Create and maintain online documentation for users, develop and maintain up to date standard operating procedures (SOPs) on the system design and software architecture of Research Computing systems;
- 3.6 Respond to user requests for assistance. This can range from simple questions, such as how to login to a machine and compile a program to much more complex assistance such as installing specialized software or assistance with improving the performance of a computer program;

3.7 Administer Linux systems running primarily Red Hat Enterprise Linux (RHEL) or CentOS, including installing and configuring workstations and Linux servers; and

3.8 Administer a Linux network, including configuring IPv4 and IPv6 addresses, editing firewall rules (e.g., iptables), and configuring Network Address Translation.

#### 4.0 Deliverables

The contractor shall be responsible for providing the following deliverables:

##### Performance Measurement - Quality Assurance Plan

Performance Element	Performance Requirement	Surveillance Method	Acceptable Quality Level	Incentives/ Disincentives
Monthly Reporting	Summary of all work completed during the reporting period. Provided via email on the last day of each month.	Direct observation by COR or designated TPOC.	100% of reports must complete and submitted by the last day of the month	Past performance will be considered in determining best value for future task order awards.
System Security Hardening	Operating systems hardened in accordance with established Information Assurance policies.	Direct observation by COR or designated TPOC.	System mitigations performed within one week of notification of Cybersecurity Team scans.	Past performance will be considered in determining best value for future task order awards.
Create and Maintain Online Documentation	SOP's and other online documentation maintained on NPS "wiki" page.	Direct observation by COR or designated TPOC.	Documentation to be updated within one week of system modifications.	Past performance will be considered in determining best value for future task order awards.
End User Assistance	Respond to end user requests for assistance. Prioritize and track requests in accordance with SOP's.	Direct observation by COR or designated TPOC.	Resolution times based on priority. Problem and resolution fully documented in JIRA.	Past performance will be considered in determining best value for future task order awards.
Administer Linux Systems	Perform scheduled maintenance quarterly. Coordinate with Research Computing team on unscheduled maintenance issues.	Direct observation by COR or designated TPOC.	99% availability of Linux systems.	Past performance will be considered in determining best value for future task order awards.
Administer Networks	Network set-up in accordance with required topology.	Direct observation by COR or designated TPOC.	99% connectivity.	Past performance will be considered in determining best value for future task order awards.

If performance falls below the AQL defined above, the Contracting Officer's Representative (COR) shall document the instance(s), coordinate with the Contracting Officer and advise the Contractor. The Contractor will be requested to review the documentation and provide a written response on how performance will be corrected in the future. Re-performance of any work for failure to perform in accordance with the specified AQL or task requirement shall be completed at the Contractor's own expense and at no additional cost to the Government.

## 5.0 Minimum Technical Requirements

- 2 years' experience with Linux operating system;
- Excellent communication and customer service skills;
- Experience providing written end-user documentation;
- Experience installing and configuring Linux systems (RHEL, CentOS, Ubuntu);
- Experience with Windows and Mac operating systems;
- Knowledge of Linux package managers (yum, apt);
- Experience performing routine system maintenance and troubleshoot performance issues;
- Demonstrated experience with at least one of the following technologies used in Linux environments: Kubernetes, Cloud Computing (AWS), Docker, Openstack, Clustered Computing including HPC, Python Programming, or another new/emerging technology that would be beneficial to NPS Linux system operations;
- Knowledge of the command line interface (CLI) and shell scripting (bash);
- Some experience or demonstrated ability installing compilers and application software;
- Some experience or demonstrated ability with license managers;
- Experience maintaining system security;
- Experience providing technical support and guidance; and
- Information Assurance Technical (IAT) Level II\*

\* Note: If proposed personnel do not have IAT Level II at the time of award, certification must be obtained within six months of assignment.

## 6.0 Period of Performance

Base Period - 01/30/20 - 01/29/21  
Option 1 - 01/30/21 - 01/29/22  
Option 2 - 01/30/22 - 01/29/23

## 7.0 Place of Performance

Naval Postgraduate School, Monterey, CA 93943

## 8.0 Government Furnished Property/Information

The Government shall provide appropriate office space, supplies and equipment, as well as access to all pertinent documentation, policies and procedures required to perform work under this task order. Any Government furnished property and information shall be used for official Government business only. Any applicable documents that are authorized for use in performance of these services shall be provided, in accordance with security and contract terms and conditions.

## 9.0 Work Week and Hours of Operation

The Contractor shall provide services during normal working hours excluding federal holidays. Normal working hours are 0730-1630, Monday through Friday, unless requirements dictate otherwise. Exceptions can be permitted by the COR upon request and at the COR's discretion.

Following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity

#### **10.0 Travel**

Any authorized travel will be in accordance with the Joint Travel Regulations (JTR) and will be reimbursed by the Government on an as-incurred basis.

Travel may be required up to twice per year (up to 5 days per instance) to attend conferences and/or training seminars. Conferences are typically in the Midwest (re. St. Louis/Dallas) or the Southeast (Atlanta) and training seminars are typically in the San Jose, CA area. However, on rare occasions travel may be required to the New England area (i.e. Boston). Conferences/training will be directly applicable to the systems supported by this contract (see Section 2.0).

#### **11.0 Transition Activities**

It is essential to the Government that services required under this PWS are performed without interruption. At the conclusion of any performance period, including option periods or extensions, the services provided under this PWS may be awarded to another contractor. The contractor in place shall be required to assist in the transition activities.

#### **12.0 Security Requirements**

All Contractor Key Personnel must be U.S. citizens. The Contractor is responsible for ensuring personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01M, "Information Assurance Workforce Improvement Program". The Contractor shall meet the applicable information assurance certification requirements, including:

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD8570.01--M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01--M.

Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions. Contractor personnel who do not have the appropriate and current certifications shall be denied access to DoD information systems for the purposes of performing information assurance or cybersecurity functions. This Position has been determined to require professional certification at the IAT Level II. The contractor shall provide evidence the personnel filling this position have a current COMPTia Security+ (or approved equivalent as determined by the approved IA baseline certification table on the DISA IASE website - <http://iase.disa.mil/eta/iawip/>) and it shall be maintained for the entire period of performance at the cost of the Contractor.

#### **13.0 Human Subject Research**

Contractor personnel performing work under this contract may not support, advise, or conduct research involving human subjects. If at any time during the period of performance of this contract the tasks involve

human subject research, the Contractor shall immediately notify the Contracting Officer. The contract must be amended in accordance with DoDD 3216.02 and DFAR 252.235-7004 in the event human subject research is proposed.

#### **14.0 Privacy Act Statement**

"Pursuant to Title 5 United States Code 552a(m)(1), the contractor and all employees of the contractor working under this contract are required to comply with the requirements of 5 U.S.C. 552a ("The Privacy Act of 1974")."

#### **15.0 Identification of Contractor Employees**

In accordance with DFAR 211.106, there shall be a clear distinction between Government employees and service contractor employees. Service contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel. Contractor personnel will be required to obtain and wear badges or other visible identification for meetings with Government personnel to provide a clear distinction between service contractor employees and Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### **16.0 Non-Personal Services Statement**

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will insure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

#### **17.0 SUPTXT 204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (Jan 2017)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

##### **APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

#### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager.

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor."

The SAAR-N shall be forwarded to the Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**



The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

**CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

**BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Command's Security Manager upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation

for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc.) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

(End of Performance Based Statement of Work)

#### **SUPTXT237-9400 (1-92) SUBSTITUTION OR ADDITION OF PERSONNEL**

- (a) The Contractor agrees to assign to the contract those persons whose resumes; personnel data forms or personnel qualification statements were submitted as required by the RFQ to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that:

X   during the contract performance period  
       during the first        days of the contract performance period  
 no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

**SUPTXT 243-9400 (1-92) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

- a. Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- b. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- c. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

(b)(6)  
 (b)(6)  
 (b)(6)

(End of Clause)

**7. POINTS OF CONTACT:**

COR	NPS Contracting POCs	
<b>Program Manager:</b> (b)(6) (b)(6) (b)(6)	<b>Contracting Officer:</b> (b)(6) (b)(6) (b)(6)	<b>Contract Specialist</b> (b)(6) (b)(6) (b)(6)